


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W9132A-5220-4569		PAGE 1 OF 19	
2. CONTRACT NO. W912DR-05-P-0482		3. AWARD/EFFECTIVE DATE 01-Oct-2005		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DR-05-T-0114	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOSEPHIN E BARAN				b. TELEPHONE NUMBER (No Collect Calls) 202-730-3792	
9. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201  TEL: FAX:		CODE W912DR		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 325188 SIZE STANDARD: 1000 EMPLOYEE		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS NET 30 DAYS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/OFFEROR DELTA CHEMICAL CORPORATION JOHN BESSON 2601 CANNERY AVENUE BALTIMORE MD 21226-1595  TEL. (410) 354-0100		CODE 7A345  FACILITY CODE 7A345		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: EFT/DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$124,825.00</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>W912DR-05-T-0114</u> <input checked="" type="checkbox"/> OFFER DATED <u>07-Sep-2005</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS <u>SEE SCHEDULE</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  		31c. DATE SIGNED  16-Sep-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) RHONDA P STURDAVANT / ADDED BY SUMI  TEL: 202-730-3711 EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 19	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY ( <i>Print</i> )			
			42b. RECEIVED AT( <i>Location</i> )			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

Section SF 30 - BLOCK 14 CONTINUATION PAGE

CLAUSES INCORPORATED BY REFERENCE

52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
-----------	---	----------

Section SF 1449 - CONTINUATION SHEET

P.O.C. CONTRACTING OFFICE

P.O.C. CONTRACTING OFFICE: JOSEPHINE BARAN, PURCHASING AGENT, US ARMY CORPS OF ENGINEERS,  
(202)730-3792(V); (202)730-3799(F); E-MAIL: [Josephine.E.Baran@nab02.usace.army.mil](mailto:Josephine.E.Baran@nab02.usace.army.mil)

SPECS POLYALUMINUM CHLORIDE

## SPECIFICATIONS POLYALUMINUM CHLORIDE – POLYALUMINUM HYDROXYCHLOROSULFATE

1. **Requirement** – It is required that an agreement be established to furnish, in accordance with these specifications, all of the Dalecarlia and McMillan Water Treatment Plants (WTPs) requirements for Polyaluminum Chloride during the period of October 1, 2005 to September 30, 2006. The Polyaluminum Chloride provided must be a Polyaluminum Hydroxychlorosulfate herein referred to as “PACl” in this specification.
2. **General** – The purpose of this specification is to provide the minimum requirements for bulk PACl including physical, chemical, shipping, and testing requirements.
3. **Physical Requirements** –
  - (a) The PACl supplied appears clear to slightly hazy with water white to tan color.
  - (b) The PACl supplied must be in liquid emulsion form, easily applied by metering pumps and water miscible.
  - (c) It must be free from visible foreign matter and sediment and suitable for use with potable water.
  - (d) The specific gravity of the PACl shall be in the range of 1.1 to 1.4 at 60°F. The specific gravity shall vary with the PACl content and the salt by-product content.
  - (e) The PACl must be freeze/thaw stable, requiring nothing more than agitation to place thawed material back into useable form.
4. **Quality** –
  - (a) The PACl provided shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with liquid PACl product.
  - (b) The PACl shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.
  - (c) The product shall be approved and in accordance with AWWA B408-03 specification.

(d) Failure to comply with this requirement may at the discretion of the Washington Aqueduct be considered grounds for cancellation of the contract for the remainder of the contract period.

(e) The PACl supplied shall conform to the following:

- (1) 6.3 to 6.9% Polyaluminum Chloride by weight expressed as Aluminum.
- (2) 12.0 to 13.0% Polyaluminum Chloride by weight expressed as Aluminum Oxide ( $\text{Al}_2\text{O}_3$ ).
- (3) Minimum 1.8% Sulfate content.
- (4) Basicity shall be a 70% minimum.
- (5) Minimum 9.0% Chloride content.
- (6) Turbidity of less than 50 NTU.
- (7) 2.0 to 2.6 pH.

(f) Prior to bid submission, a bench test, consisting of a jar test and filtration, must be performed on the PACl.

(g) Bench tests will be conducted at the Dalecarlia WTP under the Washington Aqueduct's supervision at the bidder's expense. Contact Mr. Woody Peterson at 202-764-0009 to schedule a time and date to perform the bench test.

(h) Jar tests will be performed to demonstrate product performance against liquid Alum currently used.

5. **Affidavit of Compliance** –

(a) The Contractor shall submit an affidavit of compliance with these specifications for each delivery of liquid PACl stating the quality of liquid PACl meets these specifications and AWWA B408-03.

(b) The affidavit of compliance verifies that the PACl meets the quality parameters as specified and detailed in Section 3 and 4 above.

(c) The affidavit of compliance shall also contain:

- (1) Density
- (2) Specific weight of solution
- (3) Date of shipment

(d) The person(s) authorized to certify the affidavit of compliance must have experience with the product.

(e) The affidavit of compliance shall accompany each delivery.

6. **Certified Laboratory Report** –

- (a) A certified laboratory report shall be submitted to the Washington Aqueduct:

**Washington Aqueduct  
Dalecarlia Water Treatment Plant  
5900 MacArthur Blvd., N.W.  
Washington, D.C. 20016-2514  
Attention: Woody Peterson**

- (b) The report must be received by the Washington Aqueduct within 7 calendar days of the initial delivery and shall verify the PACI meets the requirements of specification Section 3, and 4.
- (c) The laboratory report shall adhere to the test procedures outlined in AWWA B408-03 Section 5.0.
- (c) The person(s) authorized to certify the laboratory report must have experience with laboratory work.

7. **Quantity** –

- (a) The liquid PACI delivery requirements are as stated in Item 8 below.
- (b) The established requirements are given as a minimum and maximum amount to be delivered.
- (c) It is the intent of this agreement to require the Contractor to furnish all the Washington Aqueduct's liquid PACI requirements.
- (d) Any difference between the actual quantity delivered compared to the estimated quantity shall not entitle the Contractor to an adjustment in the unit price or to any other compensation.
- (e) Estimated quantities are based on tons and or tote bins for McMillan WTP and tote bins only for Dalecarlia WTP.

8. **Delivery** –

- (a) The Contractor shall make PACI deliveries upon request, in single unit cargo trailers 2500-4501 gallon (13 to 24 tons as wet weight) or 275-gallon tote bins.
- (b) The deliveries shall be to following Government facilities:

**Washington Aqueduct  
Dalecarlia Water Treatment Plant  
Plant Operations Branch  
5900 MacArthur Blvd., N.W.  
Washington, D.C. 20016-2514**

and the:

**McMillan Water Treatment Plant  
2500 First Street, N.W.  
Washington, D.C. 20001**

- (c) The Contractor shall supply the Dalecarlia WTP with a minimum of 0 tote bins of PACl and a maximum of 10 tote bins.
- (d) The Contractor shall supply the McMillan WTP with a minimum of 20,000 gallons of bulk PACl and a maximum of 60,000 gallons. The Contractor shall also supply McMillan WTP with a minimum of 0 tote bins of PACl and a maximum of 15 tote bins.
- (e) The PACl minimum tote shipment quantity shall be 2 tote bins at a time.
- (f) The transfer of chemicals from the cargo trailer shall be considered the responsibility of the Contractor and the cargo trailer operator.
- (g) The cargo trailer shall be equipped with an appropriate air compressor and pumping system to effectively transfer bulk PACl to the storage tanks. The cargo trailer chemical transfer system shall be considered the only transfer system.
- (h) Failure of the Contractor to provide an adequate operational chemical transfer system shall be considered justification for rejection of deliveries.
- (i) The Contractor shall make the deliveries within 4 calendar days after notification except for emergency deliveries, which might include holidays and night hours. Emergency deliveries may be required within 8 hours after notification at no additional cost to the Washington Aqueduct.
- (j) The Contractor shall immediately notify the Dalecarlia WTP 202-764-2700 or McMillan WTP 202-762-0166 of any delay to a scheduled delivery. The Contractor shall arrange for an alternate delivery time.
- (k) All deliveries shall be made between the hours of 7:00 a.m. and 2:00 p.m. Monday thru Friday excluding holidays. The Contracting Officer's Representative must approve any exception to this requirement.
- (l) The Contractor shall be reimbursed for demurrage charges incurred as a result of delays caused by the Washington Aqueduct whenever unloading has not started within 2 hours after arrival.
- (m) Directions to the Dalecarlia WTP;
  - From 495 take the River Road towards D.C.
  - Take a right on to Goldsboro (614)
  - Take a left on to Massachusetts Avenue
  - At the Westmoreland Circle take the 2<sup>nd</sup> right on to Dalecarlia Parkway
  - Merge right on to Loughboro Road
  - Take a right on to MacArthur Blvd.
  - Take a left at the Dalecarlia WTP gate

- (n) Directions to the McMillan WTP;

From 495 take the Georgia Ave. exit (South) towards D.C.  
 Take a left on the Harvard St.  
 Make a left on to 5<sup>th</sup> St. then keep to the right around the reservoir  
 Take a right on to 1<sup>st</sup> St.  
 Take a right at the McMillan WTP gate

9. **Condition of Cargo Trailers** –

- (a) All cargo trailers and appurtenant valves used for the delivery of the PACI, under this agreement, shall be in good mechanical order and shall be in full compliance with the applicable requirements of the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations, as currently issued.
- (b) Any cargo trailer found leaking chemicals should not be allowed to depart any facility until the Contractor or his designated representative makes appropriate repairs.
- (c) Any cargo trailer found to be leaking chemicals should be considered an emergency situation requiring immediate attention by the Contractor.

10. **Safety Requirement** – The cargo trailer operator shall wear the appropriate protective face and body apparel, as required by the Occupational Safety and Health Act, when unloading the PACI.

11. **Spillage** –

- (a) All discharge connections and hose ends shall be plugged, capped, blind-flanged, or contained to prevent any PACI spillage.
- (b) The Contractor and the cargo trailer operator shall be responsible for all spillage clean-up, contaminated matter, and the removal of all contaminated cleanup material.
- (c) The Contractor shall immediately notify Dalecarlia WTP 202-764-2700 or McMillan WTP 202-762-0166 of any spillage.

12. **Rejection of Deliveries** –

- (a) The Washington Aqueduct reserves the right to reject any delivery which does not conform to these specifications or which has been contaminated.
- (b) Upon arrival at a facility, the cargo trailer operator shall present to on-site personnel the following items:
  - (1) Contractor's shipping invoice
  - (2) Affidavit of compliance (see Section 5)
  - (3) Certified weight ticket for all bulk deliveries
- (c) The Washington Aqueduct may at any time test the PACI for specific gravity and visually inspect it for proper color and other evidence of contamination.



13. **Information of Contractor** – The Contractor shall forward to the Washington Aqueduct, upon award of contract, the following information:

(a) Sales Office Information including:

- (1) Address
- (2) Telephone number(s)
- (3) Normal working hours
- (4) Responsible personnel

(b) Ordering Office Information:

- (1) Telephone number(s)
  - (i) During working hours
  - (ii) During non-working hours
- (2) Normal working hours
- (3) Responsible personnel

(c) Chemical-Emergency Assistance (24 hours a day)

- (1) Telephone number(s)
- (2) Responsible personnel

14. **Product Information Bulletin, NSF Listing, Material Safety Data Sheet** –

Upon contract award, one set of reproducible originals (along with reproduction rights) of the Product Information Bulletin, a NSF letter of acceptance, and Material Safety Data Sheet for the PACI supplied shall be forwarded by the Contractor to:

Washington Aqueduct  
Dalecarlia Water Treatment Plant  
Plant Operations Branch  
5900 MacArthur Blvd., N.W.  
Washington, D.C. 20016-2514  
**Attention: Woody Peterson**

15. **Chemical Delivery Security** –

- (a) Upon contract award, the Contractor shall e-mail the names and photographs of the cargo trailer operators making deliveries to:

**John.w.peterson@usace.army.mil**  
Gregory.e.baker@usace.army.mil  
Louis.a.levesque@usace.army.mil  
Lloyd.d.stowe@usace.army.mil  
**Leo.j.nolan@usace.army.mil**  
operator@usace.army.mil

and to the McMillan WTP:

**John.w.peterson@usace.army.mil**

**Dennis.j.fisher@usace.army.mil**

**Raymond.moton1@usace.army.mil**

**Lloyd.d.stowe@usace.army.mil**

**Leo.j.nolan@usace.army.mil**

**Mel.m.tesema@usace.army.mil**

**macmillian@usace.army.mil**

- (b) The Contractor shall e-mail the Dalecarlia or McMillan WTP with the cargo trailer operator's name prior to the delivery leaving the PACI plant. This allows the Dalecarlia and McMillan Operations Branch time to match the cargo trailer operator name and photo identification prior to arrival.
- (c) Each cargo trailer used to deliver PACI 275-gallon tote bins shall be totally enclosed. Open flat bed cargo trailers are not acceptable.
- (d) Each PACI 275-gallon tote bin cargo trailer shall have a security tag number located on the door handle. The security tag number shall be e-mailed to the Dalecarlia or McMillan after each trailer has been loaded and is ready for shipping. Once each delivery is made, the tag number shall be checked to assure the cargo trailer has not been tampered with.
- (e) The PACI 275-gallon tote bin lot numbers shall be e-mailed to the Dalecarlia WTP or McMillan WTP as part of the bill of lading and packing slip. This lot number can be checked to assure the cargo has not been tampered with.
- (f) The bulk PACI cargo trailer unloading hose coupling shall be sealed and include a security tag number. This cargo trailer hose coupling security tag number shall be e-mailed to the McMillan WTP after the trailer has been loaded and is ready for shipping. Once the delivery is made the tag number shall be checked to assure the PACI has not been tampered with.
- (g) The bulk PACI cargo trailer shall have additional security tag numbers located on all manways and/or hatches. The cargo trailer manway/hatch security tag number shall be e-mailed to the McMillan WTP so the number can be checked to assure the cargo has not been tampered with.
- (h) The Contractor shall mail the original PACI delivery invoices to;

**USACE Finance Center  
5722 Integrity Drive  
Millington, TN 38054-5005  
Attn: EFT/Disbursing**

And a copy to;

**Washington Aqueduct  
5900 MacArthur Blvd., N.W.  
Washington, D.C. 20016-2514  
Attn: Support Management Services**

- (i) The Contractor shall immediately notify Dalecarlia WTP 202-764-2700 or McMillan WTP 202-762-0166 of any changes in the driver, cargo trailer, and or delivery schedule.
- (j) The Dalecarlia WTP or McMillan WTP will notify the supplier if the delivery has not occurred at the specified time to verify the status of the shipment.

- (k) The Contractor is responsible for the pick-up and disposal or recycling of empty and near empty tote bins. The Dalecarlia WTP and or McMillan WTP shall notify the Contractor when empty and near empty tote bin pick-up is required.

REMITTANCE AND CORRESPONDENCE

REMITTANCE ONLY ADDRESS

DELTA CHEMICAL CORPORATION  
P.O. BOX 73054  
BALTIMORE, MD 21273-0054

ALL OTHER CORRESPONDENCE:

DELTA CHEMICAL CORPORATION  
2601 CANNERY AVENUE  
BALTIMORE, MD 21226-1595

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PROVIDE BULK POLYALUMINUM CHLORIDE TO FFP THE MCMILLAN WATER TREATMENT PLANT IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS DURING THE PERIOD 01 OCTOBER 2005 THROUGH 30 SEPTEMBER 2006 PURCHASE REQUEST NUMBER: W9132A-5220-4569	60,000	Gallon	\$1.71	\$102,600.00

---

NET AMT	\$102,600.00
---------	--------------

ACRN AA Funded Amount	\$102,600.00
-----------------------	--------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		15	Tote	\$889.00	\$13,335.00

PROVIDE POLYALUMINUM CHLORIDE IN  
FFP

275 GALLON TOTE BINS TO THE MCMILLAN WATER TREATMENT PLANT IN  
ACCORDANCE WITH THE ATTACHED SPECIFICATIONS DURING THE  
PERIOD 01 OCTOBER 2005 THROUGH 30 SEPTEMBER 2006.

PURCHASE REQUEST NUMBER: W9132A-5220-4569

---

NET AMT	\$13,335.00
---------	-------------

ACRN AA Funded Amount	\$13,335.00
-----------------------	-------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		10	Tote	\$889.00	\$8,890.00

PROVIDE POLYALUMINUM CHLORIDE IN  
FFP

275 GALLON TOTE BINS TO THE DALECARLIA WATER TREATMENT PLANT  
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS DURING THE  
PERIOD 01 OCTOBER 2005 THROUGH 30 SEPTEMBER 2006

PURCHASE REQUEST NUMBER: W9132A-5220-4569

---

NET AMT	\$8,890.00
---------	------------

ACRN AB Funded Amount	\$8,890.00
-----------------------	------------

FOB: Destination

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2005 TO 30-SEP-2006	N/A	WASHINGTON AQUEDUCT DIVISION RAYMOND MOTON MCMILLAN WATER TREATMENT PLANT. 2500 FIRST STREET,N.W. WASHINGTON DC 20001 FOB: Destination	E250610
0002	POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E250610
0003	POP 01-OCT-2005 TO 30-SEP-2006	N/A	WASHINGTON AQUEDUCT DIVISION GREGORY BAKER DALECARLIA WATER TREATMENT PLANT,PLANT OPS 5900 MACARTHUR BLVD., N.W. WASHINGTON DC 20016-2514 FOB: Destination	E250610

## ACCOUNTING AND APPROPRIATION DATA

AA: 99 NA X 9829.0000 E2 X 08 2471 008273 96499 2600 HC94LG NA 472D94  
AMOUNT: \$115,935.00

AB: 99 NA X 9829.0000 E2 X 08 2471 008273 96499 2600 HC94LG NA 2JD4LG  
AMOUNT: \$8,890.00

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003

52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-5	Changes and Changed Conditions	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

#### 52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or

"constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

- (1)(i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)



252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2005) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract(FAR 52.212-5 (APR 2004) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)